

WIRELESS POWER CONSORTIUM, INC.

CONFIDENTIALITY POLICY

1 Defined Terms

All defined terms in the Bylaws are incorporated by reference.

2 Confidential Information

All information disclosed by any party pursuant to this Confidentiality Policy that is labelled “Confidential”, “Secret” or similarly (or, in the case of intangible disclosure, is identified as being confidential at the moment of such disclosure and summarized in writing, labelled “Confidential”, “Secret” or similarly and communicated to the receiving party within 20 days after such intangible disclosure) shall be deemed to be confidential and shall hereinafter be referred to as “Confidential Information”.

3 Nondisclosure

Each party agrees not to use the Confidential Information for any purpose whatsoever except to further the objectives of the consortium as set out in the Bylaws. Each party agrees not to disclose the Confidential Information to any third person or to its employees, except to those officers, directors, employees, consultants and advisors (“Authorized Representatives”) of the receiving Party and affiliates of the receiving Party who have a strict need to know in connection with the objectives of the consortium and who have been properly notified of the confidential nature of such information and the obligations concerning confidentiality pursuant to this Confidentiality Policy and are legally obliged not to disclose the same to any third party. Each party agrees that it shall protect the confidentiality of, and take all reasonable steps to prevent disclosure or unauthorized use of, the Confidential Information in order to prevent it from falling into the public domain or the possession of persons not legally bound to maintain its confidentiality, provided that in no event shall such party's obligations exceed the standard of care taken to protect its own confidential information of like importance. Each party will promptly advise the other parties in writing of any misappropriation or misuse by any person of such Confidential Information and provide assistance to the injured party in any lawsuit related hereto. Each party acknowledges that its obligations hereunder survive in accordance with the terms hereof, notwithstanding the termination of the business relationship of the parties, for a period of 5 years following the last disclosure of Confidential Information to it by the other parties hereunder.

4 Copies

No copies of any Confidential Information may be made unless permitted to implement the purposes of this Confidentiality Policy. Any materials, documents, notes, memoranda, drawings, sketches or other tangible items containing, consisting of or relating to the Confidential

Information of a party which are furnished to any of the other parties in connection with its Wireless Power Consortium activities, or are in the possession of any of the other parties, and all copies thereof, remain the property of the party to which the Confidential Information is proprietary and shall be promptly returned to the party supplying the same upon such party's request therefor. Nothing contained in this Confidentiality Policy shall be construed as granting any rights, by license or otherwise, in any Confidential Information except as specified in this Confidentiality Policy.

5 Exceptions

No party's obligation of confidentiality under this Confidentiality Policy shall apply to information which: (a) is known by that party or is publicly available at the time of disclosure by disclosing party to the receiving party; (b) becomes publicly available after disclosure by the disclosing party to the receiving party through no act of the receiving party; (c) is hereafter rightfully furnished to the receiving party by a third party without restriction as to use or disclosure; (d) is disclosed with the prior written consent of the disclosing party; (e) is information that was independently developed by the receiving party; or (f) is required to be disclosed pursuant to any judicial or administrative proceeding, provided that the receiving party immediately after receiving notice of such action notifies the disclosing party of such action to give the disclosing party the opportunity to seek any other legal remedies to maintain such information in confidence.

6 Not Required with Another Member

Nothing in this Confidentiality Policy shall obligate any party to disclose any information to another party(ies) or enter into any other agreement with another party(ies). Each party acknowledges that if another party(ies) is required to bring an action to enforce the provisions of this Confidentiality Policy, the damages will be irreparable and difficult to measure and that such party(ies) shall be entitled to equitable relief including a preliminary injunction in addition to any other relief available. Each party agrees that in the event that the party that disclosed Confidential Information seeks an injunction hereunder, each of the parties that received the Confidential Information hereby waives any requirement for the posting of a bond or any other security. Should litigation arise concerning this Confidentiality Policy, the prevailing party(ies) shall be entitled to reimbursement of reasonable attorneys' fees and court costs in addition to any other relief which may be awarded.

7 Disclosure Right

Each party warrants that it has the right to disclose the Confidential Information provided by it, but disclaims all other warranties regarding the Confidential Information.

8 Effect of Member Withdrawal or Termination

After withdrawal from the Corporation for any reason, a former Member has a continuing duty under this Confidentiality Policy.

9 Publicity

The fact that a Member is a member of the Corporation, and the type of membership held by any Member, shall not be Confidential Information. No Member may use the name of another Member in a public announcement or other publicity without the prior written consent of the named Member, however.